

EXHIBIT B



**ACCOUNT EXECUTIVE –
WOUND CARE
2016 COMMISSION PLAN**

Effective January 1, 2016 through December 31, 2016

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PROGRAM PERIOD

This MiMedx Account Executive – Wound Care 2016 Commission Plan (“Commission Plan”) is in effect from January 1, 2016 through December 31, 2016 (“Program Period”).

MiMedx Group (“MiMedx” or “Company”) may change the Commission Plan from time to time or discontinue the Commission Plan entirely. The Commission Plan is subject to adjustment by the Company at any time, and, in any respect, during or after the program period. In the event of a program adjustment, an addendum will be published to inform eligible participants.

COMMISSION COMMITTEE

The Commission Committee will be responsible for the methods of calculation and administration of the Commission Plan. The Committee will be comprised of the President and Chief Operating Officer; Executive Vice President and Chief Commercialization Officer; Senior Vice President of Global Sales; National Vice President Wound Care Sales; Vice President Sales Operations; and Senior Vice President of Administration. The Committee will determine, in its sole discretion, all elements of compliance with the Commission Plan and changes or addendums to the Commission Plan.

Changes and adjustments to the Commission Plan will be made in a published addendum and will be effective the first day of the month. No arrangements outside of this Commission Plan may be made without the approval of the Committee.

COMMISSION CALCULATION

The Commission Plan provides the Account Executive (“AE” or “Participant”) with the opportunity to earn commissions based on the achievement of monthly tissue-based revenue derived from pre-determined commercial sources and Federal Government Systems (“Federal”) sources within the Participant’s assigned geographic territory. Commissions may be earned for **Revenue Maintenance and Revenue Growth**. Participant’s **Revenue Maintenance and Revenue Growth** commissions will be calculated on a monthly stand-alone basis for each calendar month during the Program Period and retroactively true-up in the commission calculation for the last month of each calendar quarter based on all eligible revenue booked during the quarter.

For purposes of the Commission Plan, the Company has established the commission rates and structure effective January 1, 2016. During the Program Period and prior to the start of a calendar month, the Company will communicate, via an addendum to this Commission Plan, any changes to the commission rates and structure to become effective the first day of that calendar month or a forthcoming calendar month.

During the Program Period, Participants are eligible to earn monthly commissions for Commercial sales based on the date on which the commercial hospital or clinic Purchase Order (“PO”) is received by the Company and

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product is shipped and revenue is recognized. Commissions for Federal sales are based on POs received from the federal facility. The commissions are paid monthly as a percentage of the monthly net revenue of the total POs received during the calendar month for EpiFix® and eligible AmnioFix® implanted in a facility (“Commission Rates”). If within the Participant’s assigned geographic territory, the commission structure and commission rates are established as follows:

Commissions Based on Revenue Maintenance

The Commission Rate for eligible territory monthly **Revenue Maintenance** varies based on the total amount of monthly revenue booked in the territory. There are three (3) levels of Commission Rates. Depending on which of the three levels the actual monthly territory revenue falls, commissions are paid from “dollar one” at the applicable Commission Rate as follows:

Level of Actual Monthly Revenue	Commission Rate Applicable to All Eligible Territory Revenue Booked in the Month
\$0 to \$74,999	7% (0.07)
\$75,000 to \$99,999	9% (0.09)
\$100,000 and Above	10.5% (0.105)

For example, if the Participant’s eligible monthly revenue is \$80,000, the commission rate of 9% is applied to all \$80,000 of eligible monthly revenue. If the Participant’s eligible monthly revenue is \$120,000, the commission rate of 10.5% is applied to all \$120,000 of eligible monthly revenue.

At the end of each calendar quarter, the actual total eligible revenue for the full quarter will be considered. If the actual total eligible quarterly revenue results in the eligible revenue falling within a **higher commission level** than the previously paid monthly commissions, the payment of the commissions for the last month of the quarter will be increased to reflect the actual total eligible quarterly revenue in accordance with the following:

Level of Actual Revenue Booked During the Quarter	Commission Rate Applicable to All Eligible Territory Revenue Booked in the Quarter
\$0 to \$224,999	7% (0.07)
\$225,000 to \$299,999	9% (0.09)
\$300,000 and Above	10.5% (0.105)

For example, if the Participant’s eligible monthly revenue was \$70,000 in April, \$95,000 in May and \$155,000 in June, the total eligible revenue for the quarter is revenue is \$320,000. The commission rate applicable to \$320,000 in eligible quarterly revenue is 10.5% from dollar one with an equivalent commission payment of \$33,600. However, the commission rate that was paid for April’s eligible revenue was 7% and the commission

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rate for May's eligible revenue was 9%. The 10.5% rate will be applied to all \$320,000 of eligible quarterly revenue and the payment of the monthly commissions for June will be increased to reflect the full quarterly revenue at 10.5% less the commissions amounts paid for April and May.

If the actual total eligible quarterly revenue results in the eligible revenue falling within a **lower commission level** than the previously paid monthly commissions, the payment of the commissions for the last month of the quarter will **not** be adjusted to reflect the actual total eligible quarterly revenue. In this event, the commission rate for the last month of the quarter will be based entirely on that month's actual revenue and specific commission rate applicable to that monthly revenue.

For example, if the Participant's eligible monthly revenue was \$110,000 in April, \$95,000 in May and \$78,000 in June, the applicable commission rate will be applied separately each month with **no** quarterly adjustment. Therefore, the commissions paid for the quarter will be: April at 10.5%, May at 9% and June at 7% with **no** retroactive adjustment to April's commissions.

Commissions Based on Revenue Growth

During the Program Period, the Participant may earn additional commissions based on monthly **Revenue Growth**. The **Revenue Growth** will be calculated based on that month's actual revenue less the average monthly revenue for the preceding calendar quarter. The applicable **Revenue Growth** commission rate is 12% (0.12) for each dollar of monthly revenue that exceeds the average monthly revenue for the preceding calendar quarter. For example, if the Participant's first quarter monthly revenue average was \$90,000 (\$270,000 total Q1 revenue), and the Participant's eligible monthly revenue was \$95,000 in April, \$105,000 in May and \$125,000 in June, the total eligible **Revenue Growth** for the quarter is \$55,000 (\$325,000 less \$270,000). The 12% commission rate applicable to April's \$5,000 is \$600, May's \$15,000 is \$1,800, and June's \$35,000 is \$4,200, for a combined **Revenue Growth** commission earned in the second quarter equal to \$6,600. In this example, the third quarter's **Revenue Growth** will be based on the \$325,000 second quarter revenue which averages \$108,333 per month. For July, August and September, the **Revenue Growth** commission will be based on exceeding \$108,333 each month.

The **Revenue Growth** payments for the last month of the quarter will be true-up to reflect the actual amount of **Revenue Growth** for the entire quarter.

Account Executive Commissions for Contracted Commercial and/or Federal Agent Sales

Participants (AEs) that qualify for and receive sales management approval will be given the opportunity to earn commissions from contracted Agent sales from **Commercial** account and/or **Federal** accounts. **Federal** Surgical Account Executives (FSAE) are aligned to the Veterans Administration (VAs) in each geographic Area. The FSAE is responsible for managing all agents aligned to their Area's VAs and are eligible to earn commissions from contracted agent sales from federal accounts. If a Participant (AE) is also aligned to the same **Federal** account and the Participant qualifies for and receives management approval, the Participant (AE) will be given the opportunity to earn commission on Agent sales from **Federal** accounts, as well as help support the FSAE as needed.

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The objective of this commission opportunity is to ensure valued accounts have oversight of Agent activity to monitor Agent interaction with MiMedx customers and protect against overutilization, improper selling activities, manage consignment inventory, and strengthen relationships.

Participants (AEs) may qualify for this commission opportunity under the following criteria:

- The AE is seasoned with in excess of six (6) months of MiMedx experience;
- The AE maintains consistent territory revenue in excess of \$75,000 per month; and
- The RSD, VP Sales of the Area, National Vice President Wound Care Sales, and SVP Global Sales approve.

AEs aligned to Agent sales from **Commercial** accounts are eligible for commissions at the rate of **2.5% (0.025)** of eligible **Commercial** accounts revenue for their successful revenue efforts as described above. AEs aligned to Agent sales from **Federal** accounts are eligible for commissions at the rate of 2.5% (0.025) of eligible **Federal** accounts revenue for their successful revenue efforts as described above; provided the FSAE aligned to the same Federal account receives commission at the rate of 2.5% (0.025) for that specific **Federal** accounts revenue. FSAEs aligned to Agent sales from **Federal** accounts are typically eligible for commissions at the rate of 5.0% (0.05) of eligible **Federal** accounts revenue. If the AE receives the 2.5% commission for the AE's efforts, the FSAE's commission rate is also converted to 2.5% of that specific eligible **Federal** accounts revenue.

Revenue associated with the above commissionable cases is not factored in the total Account Executive revenue to determine the monthly commission rate. This revenue is also excluded when calculating the quarterly true-up as well as excluded from revenue growth calculations.

Other Factors Impacting Commissions

Participants are not compensated for AmnioFix Surgical sales that are outside podiatric cases. All AmnioFix sales with AU product codes are credited to the Surgical/Ortho group and are not included in territory revenue and not eligible for commissions on a recurring basis. The Company should never miss an opportunity to have a deserving case treated with the appropriate tissues. Therefore, "one-off" situations, when appropriately tagged by the Account Executive, will typically be eligible for commission with the approval of the SVP Global Sales. Revenue from AmnioFix for foot and ankle cases that are appropriately tagged in accordance with Company procedures is included in territory revenue and is eligible for commissions.

Cash flow is an important part of the Company's business. Payment of commissions based on the receipt of the hospital or clinic PO is the most appropriate method to align the earning of commissions with the receipt of the cash proceeds from the implanted tissue. This method of commission calculation and payment eliminates the confusing process of crediting and debiting commission payments based on the length of the period between the implant date and the date the payment is received.

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Earned monthly commissions will be paid within 30 days following the end of the month in which the commission was earned. Quarterly True-ups will be paid on the same schedule as the regular monthly commission payment for the last months of each calendar quarter.

No monthly commissions are earned and/or payable unless the Participant is actively employed through the final day of the month in which it is earned and on the date of payment.

PARTICIPATION AND ELIGIBILITY

Only the individuals performing in the role of Account Executive – Wound Care are permitted to participate in the Commission Plan. All terms and conditions of the Commission Plan are authorized, in writing, by the Company. Verbal comments or promises or any past practices are not binding on the Company in any manner.

No monthly commissions are earned and/or payable for any month unless the Participant is actively employed through the final day of the month in which it is earned and on the date of payment.

LEAVES OF ABSENCE**Commission Eligibility During a Medical Leave of Absence**

For purposes of this section of the Commission Plan, a Medical Leave of Absence (“MLOA”) is defined as a leave of absence supported by medical certification in which the Participant meets the eligibility requirements of the Company’s Short Term Disability (“STD”) plan, and continues to remain an employee of the Company. The maximum period in which a Participant can qualify for STD is thirteen (13) weeks. The Participant will be eligible to earn thirty percent (30%) of the calculated monthly commission for the duration of the MLOA. The 30% of calculated commission will be made for the period commencing on the date the MLOA began. Commission payments made during the period of the MLOA that were based on the period prior to the commencement of the MLOA are paid at 100% of the calculated monthly commission.

Commission Upon Return from MLOA

Immediately upon the return to active status from a MLOA and qualified STD leave, the Participant shall resume earning the full commission on accounts within the region that continue to be assigned to the Participant upon the return from the MLOA and qualified STD leave.

Commission Eligibility During a Leave of Absence for Non-Medical Reasons

No monthly commission shall be earned for any approved leave of absence, whether the leave is paid or unpaid, unless the leave meets the above criteria for a MLOA and the Participant qualifies for STD benefits.

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Immediately upon the return to active status from an approved non-medical leave of absence, the participant shall resume earning the full commission on accounts within the region that continue to be assigned to the Participant upon the return from the approved non-medical leave of absence.

Long Term Disability

For any period of Long Term Disability (LTD) leave, no commission may be earned by the Participant.

MISCELLANEOUS

Nothing in the Commission Plan shall be deemed to constitute a contract for the continuance of employment of the participant or bring about a change of status of employment. Neither the action of the Company in establishing this program, nor any provisions hereof, nor any action taken by the Company shall be construed as giving the employee the right to be retained in the employ of the Company for any period of time, or to be employed in any particular position, or at any particular rate of remuneration.

Further, nothing contained herein shall in any manner inhibit the day-to-day conduct of the business of the Company and its subsidiaries, which shall remain within the sole discretion of management of the Company; nor shall any requirements imposed by management or resulting from the conduct of the business of the Company constitute an excuse for, or waiver from, compliance with any goal established under this Commission Plan.

No persons shall have any right, vested or contingent, or any claim whatsoever, to be granted any award or receive any payment hereunder, except payments of awards determined and payable in accordance with the specific provisions hereof or pursuant to a specific and properly approved agreement regarding the granting or payment of an award to a designated individual.

Neither this Commission Plan, nor any payments pursuant to this Commission Plan, shall affect, or have any application to, any of the Company's life insurance, disability insurance, PTO, medical or other related benefit plans, whether contributory or non-contributory on the part of the employee except as may be specifically provided by the terms of the benefit plan.

All payments pursuant to this Commission Plan are in gross amounts less applicable withholdings.

MiMedx reserves the right to apply a Participant's commission or incentive payment against any outstanding obligations owing to the Company.